

1 THE HONORABLE JOHN C. COUGHENOUR
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7 UNITED STATES DISTRICT COURT
8 WESTERN DISTRICT OF WASHINGTON
9 AT SEATTLE

10 UNITED STATES OF AMERICA,

11 Plaintiff,

12 v.

13 JERMAINE HICKLES,

14 Defendant.

CASE NO. CR18-0015-JCC

ORDER

15 This matter comes before the Court on the United States's and Third-Party Claimant
16 Quinn Patrick's stipulated motion to settle Mr. Patrick's third-party claim to a firearm forfeited
17 by Defendant in this case (Dkt. No. 49). Mr. Patrick has asserted an interest in the Ruger SR22
18 .22 caliber long rifle, serial number 361-57363. (Dkt. No. 42.) Having thoroughly considered the
19 parties' stipulation and the relevant record, the Court hereby GRANTS the motion.

20 The United States and Mr. Patrick hereby stipulate to the following facts:

21 1. In support of his claim, Mr. Patrick asserts he purchased the Ruger SR22 from
22 Outdoor Emporium in Seattle, Washington on April 10, 2013. He has submitted a photograph of
23 the original box and manufacturer information that accompanied the Ruger SR22, both of which
24 reflect its serial number. Mr. Patrick states the Ruger SR22 was stolen from his home in Tacoma,
25 Washington on or about June 10, 2016, and he has submitted a copy of the inventory list,
26 reflecting the Ruger SR22, that he filed with the Tacoma Police Department after the theft.

1 Records maintained by the Bureau of Alcohol, Tobacco, Firearms and Explosives (“ATF”)
2 confirm Mr. Patrick is the last individual to have purchased the Ruger SR22 from a Federal
3 Firearms Licensee—and, specifically, from Outdoor Emporium in Seattle, Washington. ATF has
4 confirmed Mr. Patrick has no identifiable criminal history that would preclude him from
5 possessing the Ruger SR22 at this time.

6 2. Mr. Patrick affirms the information reflected in paragraph 1 is true and correct.
7 He also affirms that no one living in his residence is prohibited from possessing a firearm.

8 3. Based on the information reflected in paragraph 1 and Mr. Patrick’s affirmation in
9 paragraph 2, the United States agrees that Mr. Patrick had a vested interest in the Ruger SR22,
10 pursuant to 21 U.S.C. § 853(n)(6)(A), before Defendant possessed it.

11 4. The United States recognizes Mr. Patrick’s vested interest in the Ruger SR22 and
12 agrees it will return that firearm to Mr. Patrick following completion of the criminal proceedings
13 in this case, including any criminal appeal. The seizing agency, ATF, will effect the return of the
14 Ruger SR22 to Mr. Patrick.

15 5. Mr. Patrick understands that the Ruger SR22 constitutes evidence in this case and
16 cannot be returned prior to the completion of these criminal proceedings, including any criminal
17 appeal.

18 6. Mr. Patrick understands and agrees that the Ruger SR22 will be returned to him in
19 its current condition, as it was seized from Defendant.

20 7. Mr. Patrick understands and agrees that this stipulation fully and finally resolves
21 his claim to the Ruger SR22. Mr. Patrick waives any right to further litigate or pursue his claim,
22 in this or any other proceeding, judicial or administrative.

23 8. Upon return of the Ruger SR22, Mr. Patrick agrees to release and hold harmless
24 the United States, its agents, representatives, and/or employees, as well as any involved state or
25 local law enforcement agencies, their agents, representatives, and/or employees, from any and all
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claims Mr. Patrick may possess, or that could arise, based on the seizure, detention, and return of the Ruger SR22.

9. The United States and Mr. Patrick agree they will each bear their own costs and attorney fees associated with the seizure, detention, and return of the Ruger SR22, as well as Mr. Patrick's claim and this stipulation. Mr. Patrick expressly waives any right to seek attorney fees pursuant to 28 U.S.C. § 2465.

10. Mr. Patrick understands that, after this stipulation is filed, the United States will be moving to finally forfeit other firearms Defendant agreed to forfeit, to which neither Mr. Patrick nor anyone else has filed a claim.

11. The United States and Mr. Patrick agree the terms of this stipulation are subject to review and approval by the Court, as provided in the proposed order. A violation of any term or condition of this stipulation shall be construed to be a violation of the Court's order.

Respectfully submitted,
BRIAN T. MORAN
United States Attorney

DATED: 1/28/19

/s Michelle Jensen
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DATED: 1/28/19

/s Quinn Patrick
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1 The Court has reviewed the above stipulation between the United States and Third-Party
2 Claimant Quinn Patrick, which settles the interest Mr. Patrick has asserted in the Ruger SR22 .22
3 caliber long rifle, serial number 361-57363 (Dkt. No. 42), which has already been forfeited by
4 Defendant in this case (Dkt. No. 34). The Court hereby GRANTS the stipulated motion (Dkt.
5 No. 49) and approves the stipulation.

6 DATED this 31st day of January 2019.

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10 John C. Coughenour
11 UNITED STATES DISTRICT JUDGE



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